

CIVIL COVER SHEET

APPENDIX H

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS KAREN DAVIS	DEFENDANTS NATIONWIDE MUTUAL FIRE INSURANCE COMPANY
(b) County of Residence of First Listed Plaintiff <u>Delaware County, PA</u> (EXCEPT IN U.S. PLAINTIFF CASES)	County of Residence of First Listed Defendant <u>Franklin, Ohio</u> (IN U.S. PLAINTIFF CASES ONLY) NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.
(c) Attorney's (Firm Name, Address, and Telephone Number) Scott Gallant, Esquire, Gallant & Parlow, P.C., 1617 JFK Blvd, Suite 1270, Philadelphia, PA 19103 (215) 568-2900	Attorneys (If Known) Pamela A. Carlos, Esquire, Bennett, Bricklin & Saltzburg, LLC, 1601 Market Street, 16th Floor, Philadelphia, PA 19103 - (215) 665-3315

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)	III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)																				
<table style="width: 100%;"> <tr> <td style="width: 50%;"> <input checked="" type="checkbox"/> 1 U.S. Government Plaintiff </td> <td style="width: 50%;"> <input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) </td> </tr> <tr> <td> <input type="checkbox"/> 2 U.S. Government Defendant </td> <td> <input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III) </td> </tr> </table>	<input checked="" type="checkbox"/> 1 U.S. Government Plaintiff	<input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)	<input type="checkbox"/> 2 U.S. Government Defendant	<input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	<table style="width: 100%;"> <tr> <td style="width: 33%;">PTF</td> <td style="width: 33%;">DEF</td> <td style="width: 33%;">PTF</td> <td style="width: 33%;">DEF</td> </tr> <tr> <td>Citizen of This State</td> <td><input checked="" type="checkbox"/> 1</td> <td><input type="checkbox"/> 1 Incorporated or Principal Place of Business In This State</td> <td><input type="checkbox"/> 4 <input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td><input type="checkbox"/> 2</td> <td><input type="checkbox"/> 2 Incorporated and Principal Place of Business In Another State</td> <td><input type="checkbox"/> 5 <input checked="" type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td><input type="checkbox"/> 3</td> <td><input type="checkbox"/> 3 Foreign Nation</td> <td><input type="checkbox"/> 6 <input type="checkbox"/> 6</td> </tr> </table>	PTF	DEF	PTF	DEF	Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1 Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4 <input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2 Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5 <input checked="" type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3 Foreign Nation	<input type="checkbox"/> 6 <input type="checkbox"/> 6
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Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3 Foreign Nation	<input type="checkbox"/> 6 <input type="checkbox"/> 6																		

IV. NATURE OF SUIT (Place an "X" in One Box Only)				
CONTRACT <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	TORTS PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	FORFEITURE/PENALTY <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	BANKRUPTCY <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	OTHER STATUTES <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition		

V. ORIGIN (Place an "X" in One Box Only)						
<input type="checkbox"/> 1 Original Proceeding	<input checked="" type="checkbox"/> 2 Removed from State Court	<input type="checkbox"/> 3 Remanded from Appellate Court	<input type="checkbox"/> 4 Reinstated or Reopened	<input type="checkbox"/> 5 Transferred from another district (specify)	<input type="checkbox"/> 6 Multidistrict Litigation	<input type="checkbox"/> 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION	Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): <u>28 U.S.C. §§1332, 1441 and 1446</u> Brief description of cause: <u>breach of contract, bad faith pursuant to 42 Pa. C.S.A. 8371</u>
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VII. REQUESTED IN COMPLAINT:	<input type="checkbox"/> CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23	DEMAND \$ In excess \$75,000	CHECK YES only if demanded in complaint: JURY DEMAND: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
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VIII. RELATED CASE(S) IF ANY	(See instructions): JUDGE _____	DOCKET NUMBER _____
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DATE <u>March 25, 2015</u>	SIGNATURE OF ATTORNEY OF RECORD <u>Pamela A. Carlos</u>
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FOR OFFICE USE ONLY			
RECEIPT # _____	AMOUNT _____	APPLYING IFP _____	JUDGE _____ MAG. JUDGE _____

UNITED STATES DISTRICT COURT

APPENDIX F

FOR THE EASTERN DISTRICT OF PENNSYLVANIA — DESIGNATION FORM to be used by counsel to indicate the category of the case for the purpose of assignment to appropriate calendar.

Address of Plaintiff: 221 Blunston Avenue, Collingdale, Pennsylvania 19023

Address of Defendant: One Nationwide Plaza, Columbus, Ohio 43215

Place of Accident, Incident or Transaction: 221 Blunston Avenue, Collingdale, Pennsylvania 19023

Does this civil action involve a nongovernmental corporate party with any parent corporation and any publicly held corporation owning 10% or more of its stock?

(Attach two copies of the Disclosure Statement Form in accordance with Fed.R.Civ.P. 7.1(a))

Yes ☐ No ☒

Does this case involve multidistrict litigation possibilities?

Yes ☐ No ☒

RELATED CASE, IF ANY:

Case Number: _____ Judge _____ Date Terminated: _____

Civil cases are deemed related when yes is answered to any of the following questions:

1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?

Yes ☐ No ☒

2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?

Yes ☐ No ☒

3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action in this court?

Yes ☐ No ☒

CIVIL: (Place ☒ in ONE CATEGORY ONLY)

A. Federal Question Cases:

1. ☐ Indemnity Contract, Marine Contract and All Other Contracts
2. ☐ FELA
3. ☐ Jones Act-Personal Injury
4. ☐ Antitrust
5. ☐ Patent
6. ☐ Labor-Management Relations
7. ☐ Civil Rights
8. ☐ Habeas Corpus
9. ☐ Securities Act(s) Cases
10. ☐ Social Security Review Cases
11. ☐ All other Federal Question Cases (Please specify)

B. Diversity Jurisdiction Cases:

1. ☒ Insurance Contract and Other Contracts
2. ☐ Airplane Personal Injury
3. ☐ Assault, Defamation
4. ☐ Marine Personal Injury
5. ☐ Motor Vehicle Personal Injury
6. ☐ Other Personal Injury (Please specify)
7. ☐ Products Liability
8. ☐ Products Liability — Asbestos
9. ☐ All other Diversity Cases (Please specify)

ARBITRATION CERTIFICATION

(Check appropriate Category)

I, _____, counsel of record do hereby certify:

- ☐ Pursuant to Local Civil Rule 53.2, Section 3(c)(2), that to the best of my knowledge and belief, the claimed damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs;
- ☐ Relief other than monetary damages is sought.

DATE: 03/25/15
Attorney-at-Law

Pamela A. Carlos
Attorney I.D.#

56396
Attorney I.D. #

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

I certify that, to my knowledge, the within case is not related to any case now pending or within one year previously terminated action in this court except as noted above.

Pamela A. Carlos

DATE: 03/25/15

Pamela A. Carlos, Esquire
Attorney-at-Law

56396
Attorney I.D.#

APPENDIX I

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

CASE MANAGEMENT TRACK DESIGNATION FORM

<u>KAREN DAVIS</u>	:	
	:	
	:	
vs.	:	
	:	
<u>NATIONWIDE MUTUAL FIRE</u>	:	
<u>INSURANCE COMPANY</u>	:	NO.

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a case management track designation form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

- (a) Habeas Corpus – Cases brought under 28 U.S.C. §2241 through §2255. ()
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits ()
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ()
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ()
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ()
- (f) Standard Management – Cases that do not fall into any one of the other tracks. (X)

<u>03/25/2015</u>	<u>Pamela A. Carlos, Esquire</u>	<u>Nationwide Mutual Fire Insurance Company</u>
Date	Attorney-at-law	Attorney for Defendant

<u>(215) 665-3315</u>	<u>(215)561-6661</u>	<u>Carlos@bbs-law.com</u>
Telephone	FAX Number	E-Mail Address

**IN THE UNITED STATES DISTRICT FOR THE
EASTERN DISTRICT OF PENNSYLVANIA**

<u>KAREN DAVIS</u>	:	
	:	
	:	
vs.	:	
	:	
<u>NATIONWIDE MUTUAL FIRE INSURANCE COMPANY</u>	:	NO.

**NOTICE FOR REMOVAL OF CIVIL ACTION
FROM STATE COURT**

AND NOW, comes defendant, Nationwide Mutual Fire Insurance Company (hereinafter "Nationwide" or "defendant") for the purpose only of removing the case to the United States District Court for the Eastern District of Pennsylvania and respectfully avers as follows:

1. This is a civil action filed and now pending in the Court of Common Pleas of Philadelphia County, Pennsylvania, February Term, 2015, Docket No. 1680.
2. Said action was commenced on or about February 12, 2015 when plaintiff filed a Complaint. The Complaint was served on Nationwide on or about February 23, 2015. A true and correct copy of plaintiff's Complaint is attached hereto, made a part hereof and marked as Exhibit "A".
3. The averments made herein are true and correct with respect to the date and time upon which suit was commenced and the date upon which this notice is being filed.
4. This suit is of a civil nature and involves a controversy between citizens of different states. Plaintiff is an individual who is now, and was at the time plaintiff commenced this action, a citizen of this Commonwealth. Defendant, Nationwide, is now and was at the time plaintiff commenced this civil action and filed his complaint, a corporation organized under the laws of the State of Ohio and with its principal place of business at One Nationwide Plaza in Columbus, Ohio.
5. Defendant, Nationwide, has simultaneously with the filing of this notice, given written notice to the plaintiffs.

6. Defendant, Nationwide, is also filing a copy of the instant notice of removal and all attachments thereto with the Prothonotary of the Court of Common Pleas of Philadelphia County.

7. The Complaint asserts breach of contract and bad faith pursuant to 42 Pa.C.S.A. § 8371. The amount in controversy is listed as to each count of the Complaint as being not in excess of \$50,000.¹

8. In her bad faith claim, pursuant to 42 Pa. C.S.A. §8371, plaintiff seeks in addition to compensatory damages, interest upon the amount of the contract claim against defendant at prime rate plus three percent, punitive damages, attorney's fees and costs.

9. Defendant seeks to remove this matter to the United States District Court for the Eastern District of Pennsylvania. Defendant asserts that the amount in controversy in this matter exceeds \$75,000. As the moving party, defendant bears the burden of proving that jurisdiction is proper in federal court. Russ vs. State Farm Mut. Auto. Ins. Co., 961 F.Supp. 808, 810 (E.D. Pa. 1997).

10. In determining whether the jurisdiction amount has been satisfied, the Court must first look at the Complaint. Angus vs. Shiley, Inc., 989 F.2d 142, 145 (3rd Circ. 1993).

11. The underlying lawsuit as alleged in the Complaint arises out of defendant's handling of a property damage claim to plaintiff's property located at 221 Blunston Avenue in Collingdale, Pennsylvania for a loss that occurred on or about February 15, 2014.

12. There is no specific assertion as to the amount in controversy set forth in plaintiff's complaint. However, under each count of the complaint, plaintiff avers that the damages are not in excess of \$50,000. Moreover, plaintiff has attached to her complaint an estimate of alleged damages totaling approximately \$35,493.40. See Exhibit "A".

¹ Defense counsel inquired with plaintiff's counsel as to whether plaintiff would be willing to stipulate to capping damages at \$75,000 to avoid removal. Plaintiff's counsel stated he was unable to cap damages in this matter.

13. With reference to her bad faith claim pursuant to 42 Pa. C.S.A. §8371, plaintiff also pleads damages not in excess of \$50,000, and alleges that he will seek attorney's fees. Attorney's fees must also be included in determining the amount in controversy. Neff vs. General Motors Corp., 163 F.R.D. 478, 482 (E.D. Pa. 1995). It would not be unreasonable to expect that over the course of an approximate six month litigation, counsel could incur costs and fees in an amount approaching \$10,000.

14. In addition, it is anticipated that plaintiff will also seek punitive damages pursuant to 42 Pa. C.S.A. §8371. Whether both actual and punitive damages are recoverable, punitive damages are properly considered in determining whether the jurisdictional amount has been satisfied. Bell vs. Preferred Life Assurance Soc'y, 320 U.S. 238, 240, 88 L. Ed. 15, 64 S. Ct. 5 (1943). The contractual amount in controversy alleged in the Complaint is not in excess of \$50,000 based on the allegations in the Complaint, however, coupled with estimated reasonable attorneys' fees, and if plaintiff is able to sustain a finding of bad faith, although the propriety of same is disputed by moving defendant, it is not unreasonable to expect that a punitive damage award five or six times the amount in controversy could be rendered by the trier of fact.

WHEREFORE, defendant, Nationwide Mutual Fire Insurance Company hereby removes this suit to this Honorable Court pursuant to the laws of the United States in such cases made and provided.

By: PAC2642 Pamela A. Carlos
PAMELA A. CARLOS, ESQUIRE
LILY K. HUFFMAN, ESQUIRE
Attorney for Defendant
BENNETT, BRICKLIN & SALTZBURG LLC
1601 Market Street, 16th Floor
Philadelphia, PA 19103
carlos@bbs-law.com
(215)665-3315
huffman@bbs-law.com
(215) 665-3353

IN THE UNITED STATES DISTRICT FOR THE
EASTERN DISTRICT OF PENNSYLVANIA

<u>KAREN DAVIS</u>	:	
	:	
	:	
vs.	:	
	:	
<u>NATIONWIDE MUTUAL FIRE</u>	:	
<u>INSURANCE COMPANY</u>	:	NO.

NOTICE OF REMOVAL

TO: Scott Gallant, Esquire
David Berghstrahl, Esquire
Gallant & Parlow, P.C.
One Penn Center, Suite 1270
1617 John F. Kennedy Boulevard
Philadelphia, PA 19103

PLEASE TAKE NOTICE that defendant, Nationwide Mutual Fire Insurance Company has filed in this Court a verified Notice for Removal of the State Court action, Karen Davis vs. Nationwide Mutual Fire Insurance Company, now pending in the Court of Common Pleas of Philadelphia County, Pennsylvania, at docket number February Term, 2014, No. 1680.

PLEASE TAKE FURTHER NOTICE that a certified copy of the Notice of Removal will be filed with the Prothonotary of the Court of Common Pleas of Philadelphia County, Pennsylvania.

PLEASE BE ADVISED that by virtue of 28 U.S.C. §1446(f), the State action is now removed to this Court. The State Court has no further jurisdiction over this action and you should proceed no further in that Court or under its authority.

BY: Pamela A Carlos
PAMELA A. CARLOS, ESQUIRE
LILY K. HUFFMAN, ESQUIRE
Attorneys for Defendant
BENNETT, BRICKLIN & SALTZBURG LLC
1601 Market Street, 16th Floor
Philadelphia, PA 19103
carlos@bbs-law.com
(215) 665-3315
huffman@bbs-law.com
(215) 665-3353

DATE: 03/25/15

IN THE UNITED STATES DISTRICT FOR THE
EASTERN DISTRICT OF PENNSYLVANIA

KAREN DAVIS :
 :
 :
 :
 vs. :
 :
 :
 :
 NATIONWIDE MUTUAL FIRE :
 INSURANCE COMPANY : NO.

**DEFENDANT'S CERTIFICATION OF FILING OF
COPY OF NOTICE OF REMOVAL WITH STATE COURT**

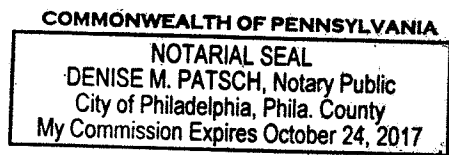
Pamela A. Carlos, Esquire, being duly sworn according to law, deposes and says that she is a member with the law firm of Bennett, Bricklin & Saltzburg LLC, attorneys for defendant, Nationwide Mutual Fire Insurance Company.

That she did direct the filing with the Prothonotary of the Court of Common Pleas of Philadelphia County a copy of the Notice of Removal, attached hereto, said filing to be made on March 25, 2015.

BY: Pamela A. Carlos
PAMELA A. CARLOS, ESQUIRE
Attorney for defendant
BENNETT, BRICKLIN & SALTZBURG LLC
1601 Market Street, 16th Floor
Philadelphia, PA 19103
Carlos@bbs-law.com
(215) 665-3315

Sworn to and subscribed
before me this 25th day
of March, 2015.

Alexis M. Salter
NOTARY PUBLIC



IN THE UNITED STATES DISTRICT FOR THE
EASTERN DISTRICT OF PENNSYLVANIA

KAREN DAVIS :
 :
 :
 :
 vs. :
 :
 :
 :
 NATIONWIDE MUTUAL FIRE :
 INSURANCE COMPANY : NO.

CERTIFICATE OF SERVICE

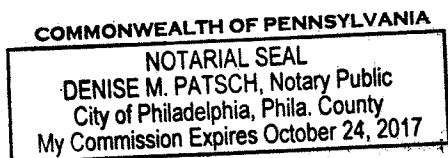
Pamela A. Carlos, Esquire, being duly sworn according to law, deposes and says that she is an attorney with the law firm of Bennett, Bricklin & Saltzburg LLC, attorneys for defendant, Nationwide Mutual Fire Insurance Company and that she certifies that a true and correct copy of this Removal Petition was filed electronically and is available for viewing and downloading from the Electronic Case filing system which constitutes service upon the following counsel of record :

Scott Gallant, Esquire
David Berghstrahl, Esquire
Gallant & Parlow, P.C.
One Penn Center, Suite 1270
1617 John F. Kennedy Boulevard
Philadelphia, PA 19103

BY: Pamela A. Carlos
PAMELA A. CARLOS, ESQUIRE
Attorney for Defendant
BENNETT, BRICKLIN & SALTZBURG LLC
1601 Market Street, 16th Floor
Philadelphia, PA 19103
(215) 665-3353

Sworn to and subscribed
before me this 25th day
of March, 2015.

Alexis M. Patsch
NOTARY PUBLIC



AFFIDAVIT

I, Pamela A. Carlos, Esquire, being duly sworn according to law, do hereby depose and state that I am the attorney for Defendant, Nationwide Mutual Fire Insurance Company, the Petitioner in the foregoing Notice of Removal, that I have been duly authorized by the Petitioner to execute this Affidavit, that I am familiar with the facts involved in this matter, and that the allegations set forth in the foregoing Notice of Removal are true and correct to the best of my knowledge, information and belief.

Pamela A. Carlos
PAMELA A. CARLOS, ESQUIRE

DATE: March 25, 2015

EXHIBIT “A”

Court of Common Pleas of Philadelphia County
Trial Division
Civil Cover Sheet

For Prothonotary Use Only (Docket Number)

FEBRUARY 2015**001680**

E-Filed Number: 1502024875

PLAINTIFF'S NAME
KAREN DAVIS

DEFENDANT'S NAME
NATIONAL MUTUAL FIRE INSURANCE COMPANY

PLAINTIFF'S ADDRESS
221 BLUNSTON AVENUE
COLLINGDALE PA 19023

DEFENDANT'S ADDRESS
ONE NATIONWIDE PLAZA
COLUMBUS OH 43215-2220

PLAINTIFF'S NAME

DEFENDANT'S NAME

PLAINTIFF'S ADDRESS

DEFENDANT'S ADDRESS

PLAINTIFF'S NAME

DEFENDANT'S NAME

PLAINTIFF'S ADDRESS

DEFENDANT'S ADDRESS

TOTAL NUMBER OF PLAINTIFFS

1

TOTAL NUMBER OF DEFENDANTS

1

COMMENCEMENT OF ACTION

☒ Complaint☐ Petition Action☐ Notice of Appeal☐ Writ of Summons☐ Transfer From Other Jurisdictions

AMOUNT IN CONTROVERSY

☒ \$50,000.00 or less☐ More than \$50,000.00

COURT PROGRAMS

☒ Arbitration☐ Jury☐ Non-Jury☐ Other:☐ Mass Tort☐ Savings Action☐ Petition☐ Commerce☐ Minor Court Appeal☐ Statutory Appeals☐ Settlement☐ Minors☐ W/D/Survival

CASE TYPE AND CODE

10 - CONTRACTS OTHER

STATUTORY BASIS FOR CAUSE OF ACTION

RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER)

**FILED
PROTHONOTARY**IS CASE SUBJECT TO
COORDINATION ORDER?

YES

NO

FEB 12 2015**J. OSTROWSKI**

TO THE PROTHONOTARY:

Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant: KAREN DAVIS

Papers may be served at the address set forth below.

NAME OF PLAINTIFF'S/PETITIONER'S/APPELLANT'S ATTORNEY

SCOTT R. GALLANT

ADDRESS

GALLANT & PARLOW P.C.
ONE PENN CENTER, SUITE 1270
1617 JOHN F. KENNEDY BOULEVARD
PHILADELPHIA PA 19103

PHONE NUMBER

(215) 568-2900

FAX NUMBER

(215) 568-2901

SUPREME COURT IDENTIFICATION NO.

69676

E-MAIL ADDRESS

sgallant@gallantparlow.com

SIGNATURE OF FILING ATTORNEY OR PARTY

SCOTT GALLANT

DATE SUBMITTED

Thursday, February 12, 2015, 11:29 am

FINAL COPY (Approved by the Prothonotary Clerk)

USTED ESTA ORDENADO COMPARECER EN Arbitration Hearing 1880 JFK Blvd. 5th fl. at 09:15 AM - 11/06/2015

You must still comply with the notice below. USTED TODAVIA DEBE CUJPLIR CON EL AVISO PARA DEFENDERSE.

This matter will be heard by a Board of Arbitrators at the time, date and place specified but, if one or more parties is not present at the hearing, the matter may be heard at the same time and date before a judge of the court without the absent party or parties.

There is no right to a trial de novo on appeal from a decision entered by a Judge.

GALLANT & PARLOW, P.C.

By: **SCOTT P. GALLANT, ESQUIRE**

Identification No. 69676

One Penn Center, Suite 1270

1617 John F. Kennedy Boulevard

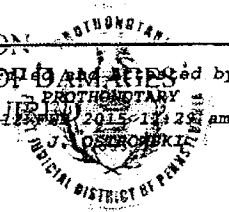
Philadelphia, PA 19103

sgallant@gallantparlow.com

(215) 568-2900

IN ARBITRATION

ASSESSMENT OF DAMAGES
HEARING REQUESTED by



Attorney for Plaintiff

KAREN DAVIS

221 Blunston Avenue

Collingdale, PA 19023

v.

NATIONAL MUTUAL FIRE

INSURANCE COMPANY

One Nationwide Plaza

Columbus, OH 43215-2220

PHILADELPHIA COUNTY

COURT OF COMMON PLEAS

FEBRUARY TERM, 2015

NO.

CIVIL ACTION

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may notification.

lose money or property or other rights important to you. You should take this paper to your lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the office set forth below to find out where you can get legal help.

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las páginas siguientes, usted tiene veinte (20) días de plazo al partir de la fecha de la demanda y la notificación. Hace falta asentar una comparencia escrita o en persona o a entregar a la corte en forma con un abogado y escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomará medidas y puede continuar la demandante y la demanda en contra suya sin previo aviso o

Además, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELÉFONO A LA OFICINA CUYA DIRECCIÓN SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL

**PHILADELPHIA COUNTY BAR ASSOCIATION
LAWYER REFERRAL AND INFORMATION SERVICE**

One Reading Center

PHILADELPHIA, PENNSYLVANIA 19107

TELEPHONE: (215) 238-6333

GALLANT & PARLOW, P.C.

By: SCOTT R. GALLANT, ESQUIRE

Identification No. 69676

One Penn Center, Suite 1270

1617 John F. Kennedy Boulevard

Philadelphia, PA 19103

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IN ARBITRATION

ASSESSMENT OF DAMAGES

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PHILADELPHIA COUNTY

COURT OF COMMON PLEAS

FEBRUARY TERM, 2015

NO.

CIVIL ACTION
(1C. Contracts & Bad Faith)

1. Plaintiff, Karen Davis, is an adult individual residing at the address as set forth above.

2. Defendant, National Mutual Fire Insurance Company, is a corporation, incorporation, company, limited liability company, or other similar corporate entity duly organized and existing and licensed to issue policies of insurance in the Commonwealth of Pennsylvania and maintains its principal place of business at the address set forth above.

3. Defendant regularly conducts business in the City and County of Philadelphia.

4. Defendant, in its regular course of business, issued to Plaintiff a policy of insurance, Policy No. 5837HO636901, covering Plaintiff's premises located at 221 Blunston Avenue, Collingdale, PA 19023. Plaintiff is not in possession of the entire policy and it is alleged that said policy is in the possession of Defendant.

5. At all times material hereto, Defendant was acting either individually or through

its duly authorized agents, servants, workmen or employees, who were acting within the course and scope of their employment and on the business of said employer.

6. On or about February 15, 2014, while said policy of insurance was in full force and effect, Plaintiff suffered a sudden and accidental direct physical loss due to weight of ice and snow, resulting in damage to the insured premises in those areas and to the extent set forth in the Estimate of Loss of Metro Public Adjustment, Inc., a true and correct copy of which is attached hereto, made part hereof, and marked Exhibit "A".

7. Notice of Plaintiff's covered loss was given to Defendant in a prompt and timely manner and Plaintiff has done and otherwise performed all things required of her under the policy of insurance issued by Defendant, including cooperating with Defendant's investigation; mitigating damages where reasonable, required and/or possible; providing Defendant with all available information and complying with all conditions precedent.

8. Defendant, despite demand for benefits under its policy of insurance has failed and refused to pay to Plaintiff those benefits due and owing under said policy of insurance.

9. Solely as a result of Defendant's failure and refusal to pay benefits to Plaintiff as required under the aforementioned policy of insurance, as well as the mishandling of Plaintiff's claim, Plaintiff has suffered loss and damage in an amount not in excess of Fifty Thousand Dollars (\$50,000.00).

COUNT I - BREACH OF CONTRACT

10. Plaintiff incorporates by reference herein the facts and allegations contained in the preceding paragraphs as though same were set forth herein at length.

11. Defendant has breached its contractual obligations to pay benefits to Plaintiff for a loss covered under Defendant's policy of insurance.

WHEREFORE, Plaintiff, Karen Davis, demands judgment against Defendant, National Mutual Fire Insurance Company, in an amount not in excess of Fifty Thousand Dollars (\$50,000.00) together with interest and costs.

COUNT II - BAD FAITH

12. Plaintiff incorporates by reference herein the facts and allegations contained in the preceding paragraphs as though same were set forth herein at length.

13. Defendant has engaged in Bad Faith conduct toward Plaintiff and has treated Plaintiff unreasonably and unfairly with respect to its adjustment of Plaintiff's covered loss, in violation of 42 Pa.C.S.A. § 8371.

14. In furtherance of its bad faith and wrongful denial and refusal to pay benefits for Plaintiff's covered loss, Defendant, acting by and through its duly authorized agents, servants, workmen or employees, has engaged in the following conduct:

(a) in communicating to Plaintiff and/or Plaintiff's representative, representing to Plaintiff and/or Plaintiff's representatives that her claim was not, in fact, covered under Defendant's policy of insurance when Defendant knew or should have known that such representation was false and misleading.

(b) in failing to effectuate a prompt, fair and equitable settlement of Plaintiff's claim when its liability under the policy became reasonably clear;

(c) in misrepresenting pertinent facts or policy or contract provisions relating to the coverages at issue;

(d) in treating the Plaintiff with reckless indifference and disregard under the circumstances;

(e) in not having a reasonable basis for denying Plaintiff's benefits under the

policy and in knowingly or recklessly disregarding its lack of reasonable basis when it denied Plaintiff's claim;

(f) in interpreting ambiguous terms, provisions and/or conditions of the aforementioned policy in its favor and against Plaintiff.

15. Solely as a result of Defendant's bad faith misconduct as aforesaid, Plaintiff has been required to obtain counsel to commence the present action to recover benefits due and owing under the policy of insurance issued by Defendant for Plaintiff's covered loss, and has incurred costs and other expenses in connection with said claim.

WHEREFORE, Plaintiff, Karen Davis, demands judgment against Defendant, National Mutual Fire Insurance Company, for punitive damages, counsel fees and costs, together with interest on Plaintiff's claim, in an amount not in excess of Fifty Thousand Dollars (\$50,000.00).

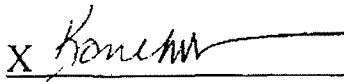
GALLANT & PARLOW, P.C.

BY: /s/Scott R. Gallant
SCOTT R. GALLANT, ESQUIRE
Attorney for Plaintiff

Date: February 12, 2015

VERIFICATION

The undersigned, having read the attached document, verifies that the within document is based on information furnished to counsel, which information has been gathered by counsel in the course of this lawsuit. The language of the document is that of counsel and not of signer. Signer verifies that he/she has read the within document and that it is true and correct to the best of signer's knowledge, information and belief. To the extent that the contents of the document are that of counsel, verifier has relied upon counsel in taking this Verification. This Verification is made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities.

X 
KAREN DAVIS

FILE NO.: 6294

EXHIBIT A

**Metro Public Adjustment**

3551 Bristol Pike
Bensalem, PA 19020

Insured: Karen Davis
Property: 221 Blunston Avenue
Collingdale, PA 19023

Home: (610) 461-1171
Cellular: (610) 864-3963
E-mail: kdd2pure@verizon.net

Claim Rep.: Lenard Taborn Jr
Company: Metro Public Adjustment
Business: 3551 Bristol Pike
Bensalem, PA 19020

Business: (609) 202-2875
E-mail: Ltaborn@metropa.com

Estimator: Lenard Taborn Jr
Company: Metro Public Adjustment
Business: 3551 Bristol Pike
Bensalem, PA 19020

Business: (609) 202-2875
E-mail: Ltaborn@metropa.com

Claim Number: 2014020783

Policy Number: 5837HO636901

Type of Loss: Weight of Ice & Snow

Date of Loss: 2/15/2014
Date Inspected: 2/11/2015

Date Received:
Date Entered: 2/11/2015 1:24 PM

Price List: PAWC7X_FEB15
Restoration/Service/Remodel
Estimate: DAVIS

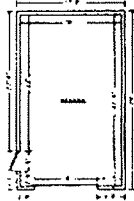
The following estimate is only an approximation of the damages suffered, or expenses incurred, by the insured. No warranty or representation with regard to the accuracy of the estimate is expressed or implied and none should be inferred. The actual damages suffered, or expenses incurred, could be higher or lower than the estimate, even significantly, depending on variances in a number of factors affecting the estimate and the accuracy of the information and assumptions upon which the estimate is based. The estimate is based upon, among other things: information provided to us by the insured; our own observations; measurements taken by our own representatives, the insured and others engaged by the insured; as well as certain assumptions made by us. Many factors may effect the amount of the estimate where compensation has already been received by the insured for the damage, and with regard to which payment we were not informed; the cost of one contractor varying from another contractor as a result of a number of factors, including, without limitation, the quality of the work, the quality of the materials, or warranties provided by such contractors; damages that were not observed at the time the estimate was rendered because of a lack of accessibility or weather; and all other factors beyond our reasonable control. This estimate has been calculated for informational purposes only, and is based upon our good faith belief as the damages suffered or expenses incurred as a result of the particular loss, and only represents one opinion as to the method of repair, restoration, or replacement. Any reliance on the estimate is at your own risk and you agree to hold Metro Public Adjustment, Inc., its representatives, employees, agents, officers, and principals harmless in the event of such reliance.

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**Metro Public Adjustment**

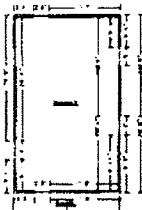
3551 Bristol Pike
Bensalem, PA 19020

DAVIS
Main Level

**Garage****Height: 9' 10"**

860.42 SF Walls	444.97 SF Ceiling
1,305.39 SF Walls & Ceiling	444.97 SF Floor
49.44 SY Flooring	87.50 LF Floor Perimeter
87.50 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1. R&R Block - 8" x 8" x 16" - in place	200.00 SF	1.81	5.45	1,452.00
2. Detach & Reset Fluorescent - two tube - 4' - strip light	5.00 EA	0.00	0.00	384.20
3. Paint masonry	860.42 SF	0.00	0.60	516.25
4. R&R Joist - floor or ceiling - 2x8 - w/blocking - 16" oc	444.97 SF	0.72	2.51	1,437.25
5. Demolish/remove detached garage - masonry exterior	444.97 SF	4.96	0.00	2,207.05
6. R&R Steel door frame - 3' opening	1.00 EA	15.03	145.08	160.11
7. R&R Steel door, 3' x 7'	1.00 EA	12.03	202.38	214.41
8. R&R Overhead (garage) door opener	1.00 EA	17.82	356.36	374.18
9. R&R Overhead door & hardware - 10' x 8' - Premium grade	1.00 EA	63.32	1,327.11	1,390.43
10. Rewire - average residence - copper wiring	444.97 SF	0.00	3.37	1,499.55
Totals: Garage				9,635.43
Total: Main Level				9,635.43

Secnd Floor**Room 1****Height: 4' 6"**

405.92 SF Walls	475.00 SF Ceiling
880.92 SF Walls & Ceiling	475.00 SF Floor
52.78 SY Flooring	90.20 LF Floor Perimeter
90.20 LF Ceil. Perimeter	

DAVIS

2/12/2015

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Case ID: 150201680



Metro Public Adjustment

3551 Bristol Pike
Bensalem, PA 19020

CONTINUED - Room1

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
11. R&R Batt insulation - 4" - R13 - unfaced batt	405.92 SF	0.19	0.61	324.73
12. R&R Stud wall - 2" x 4" x 8' - 16" oc	90.20 LF	1.39	15.47	1,520.77
13. R&R Sheathing - OSB - 1/2"	812.00 SF	0.45	1.16	1,307.32
Interior and exterior walls.				
14. R&R Sheathing - plywood - 1/2" CDX	475.00 SF	0.45	1.95	1,140.00
Floor				
15. R&R Siding - vinyl	405.92 SF	0.34	3.44	1,534.37
16. R&R House wrap (air/moisture barrier)	405.92 SF	0.04	0.26	121.78
17. R&R Aluminum window - jalousie, 3-11 sf	6.00 EA	18.12	307.33	1,952.70
18. Rewire - average residence - copper wiring	475.00 SF	0.00	3.37	1,600.75
19. R&R Breaker panel - 125 amp	1.00 EA	295.54	622.64	918.18
20. R&R Light fixture	2.00 EA	6.69	56.33	126.04
Totals: Room1				10,546.64



Roof1

58.66 Surface Area
24.15 Total Perimeter Length

0.59 Number of Squares

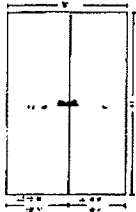
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
21. Remove 3 tab - 25 yr. - comp. shingle roofing - w/out felt	0.59 SQ	47.75	0.00	28.17
22. 3 tab - 25 yr. - comp. shingle roofing - w/out felt	0.67 SQ	0.00	183.54	122.97
23. Roofing felt - 30 lb.	0.59 SQ	0.00	30.93	18.25
24. R&R Rafters - 2x4 - 24" OC (3-5/12 Gable, per SF of floor)	72.00 SF	0.58	1.59	156.24
25. R&R Joist - 2x6 floor or ceiling system	54.00 BF	0.52	1.85	127.98
Totals: Roof1				453.61

**Metro Public Adjustment**

3551 Bristol Pike
Bensalem, PA 19020

Total: Second Floor

11,000.25

Roof**Roof1**

649.08 Surface Area
103.88 Total Perimeter Length

6.49 Number of Squares
31.01 Total Ridge Length

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
26. R&R Rafters - 2x6 - 16" OC (3-5/12 Gable, per SF of floor)	475.00 SF	0.80	2.53	1,581.75
27. R&R Aluminum rake/gable edge trim - color finish	40.00 LF	0.47	4.74	208.40
28. Asphalt starter - universal starter course	60.00 LF	0.00	1.66	99.60
29. Fascia - metal - 6"	96.00 LF	0.00	4.47	429.12
30. Drip edge/gutter apron	40.00 LF	0.00	1.96	78.40
31. Drip edge	60.00 LF	0.00	1.86	111.60
32. Tear out and bag wet insulation	475.00 SF	0.62	0.00	294.50
33. R&R Batt insulation - 6" - R19 - unfaced batt	650.00 SF	0.23	0.89	728.00
34. R&R Paneling - Standard grade Attached to bottom of rafters.	650.00 SF	0.24	1.77	1,306.50
35. 3 tab - 25 yr. - comp. shingle roofing - w/out felt	6.67 SQ	0.00	183.54	1,224.21
36. Ridge cap - composition shingles	31.01 LF	0.00	4.67	144.82
37. Roofing felt - 30 lb.	6.49 SQ	0.00	30.93	200.74
38. R&R Roof vent - turtle type - Metal	1.00 EA	7.21	50.93	58.14
Totals: Roof1				6,465.78
Total: Roof				6,465.78

Miscellaneous

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
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DAVIS

2/12/2015

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Case ID: 150201680

**Metro Public Adjustment**

3551 Bristol Pike
Bensalem, PA 19020

CONTINUED - Miscellaneous

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
39. Dumpster load - Approx. 20 yards, 4 tons of debris	2.00 EA	576.00	0.00	1,152.00
40. General Laborer - per hour	4.00 HR	0.00	34.01	136.04
41. Backhoe loader and operator	4.00 HR	0.00	101.53	406.12
Totals: Miscellaneous				1,694.16
Line Item Totals: DAVIS				28,795.62

Grand Total Areas:

1,266.34 SF Walls	919.97 SF Ceiling	2,186.31 SF Walls and Ceiling
919.97 SF Floor	102.22 SY Flooring	177.70 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	177.70 LF Ceil. Perimeter
919.97 Floor Area	1,010.60 Total Area	1,266.34 Interior Wall Area
1,520.54 Exterior Wall Area	185.70 Exterior Perimeter of Walls	
707.74 Surface Area	7.08 Number of Squares	128.04 Total Perimeter Length
31.01 Total Ridge Length	0.00 Total Hip Length	


Metro Public Adjustment

 3551 Bristol Pike
 Bensalem, PA 19020

Summary for Dwelling

Line Item Total			28,795.62
Material Sales Tax	@	6.000%	537.70
Subtotal			29,333.32
Overhead	@	10.0%	2,933.37
Profit	@	10.0%	3,226.71
Replacement Cost Value			\$35,493.40
Net Claim			<u>\$35,493.40</u>

 Lenard Taborn Jr

**Metro Public Adjustment**

3551 Bristol Pike
Bensalem, PA 19020

Recap by Room

Estimate: DAVIS

Area: Main Level
Garage

9,635.43 33.46%

Area Subtotal: Main Level

9,635.43 33.46%

Area: Secnd Floor
Room1
Roof1

10,546.64 36.63%

453.61 1.58%

Area Subtotal: Secnd Floor

11,000.25 38.20%

Area: Roof
Roof1

6,465.78 22.45%

Area Subtotal: Roof
Miscellaneous

6,465.78 22.45%

1,694.16 5.88%

Subtotal of Areas

28,795.62 100.00%

Total

28,795.62 100.00%



Metro Public Adjustment

3551 Bristol Pike
Bensalem, PA 19020

Recap by Category

O&P Items			Total	%
GENERAL DEMOLITION			6,607.19	18.62%
DOORS			2,030.93	5.72%
ELECTRICAL			3,722.94	10.49%
EXCAVATION			406.12	1.14%
FRAMING & ROUGH CARPENTRY			4,870.31	13.72%
INSULATION			931.65	2.62%
LABOR ONLY			136.04	0.38%
LIGHT FIXTURES			496.86	1.40%
MASONRY			1,090.00	3.07%
PANELING & WOOD WALL FINISHES			1,150.50	3.24%
PAINTING			516.25	1.45%
ROOFING			3,167.37	8.92%
SIDING			1,396.36	3.93%
SOFFIT, FASCIA, & GUTTER			429.12	1.21%
WINDOWS - ALUMINUM			1,843.98	5.20%
O&P Items Subtotal			28,795.62	81.13%
Material Sales Tax	@	6.000%	537.70	1.51%
Overhead	@	10.0%	2,933.37	8.26%
Profit	@	10.0%	3,226.71	9.09%
Total			35,493.40	100.00%

Minimum Charges vs. Service Charges

The key distinction between a labor minimum and a service charge is that the minimum charge includes time (labor) needed to actually perform the work while the service charges does not. Service charges, as defined, include only the drive-time and mobilization fees which are applied in many cases regardless of the amount of work being done.

General Contractor and Subcontractor Overhead and Profit

When Xactware surveys prices from contractors in the field, the unit prices the contractors provide are intended to be inclusive of costs and fees associated with performing the task, but exclude any general overhead and profit percentage.

While most often what is referred to as overhead and profit (O&P) is general overhead and profit paid to the general contractor, there is an additional category of O&P that is often not mentioned: this is the O&P required by the subcontractor who performs the work.

The unit prices published by Xactware should include the general contractors cost to either perform the work with in-house employees or to hire a subcontractor.

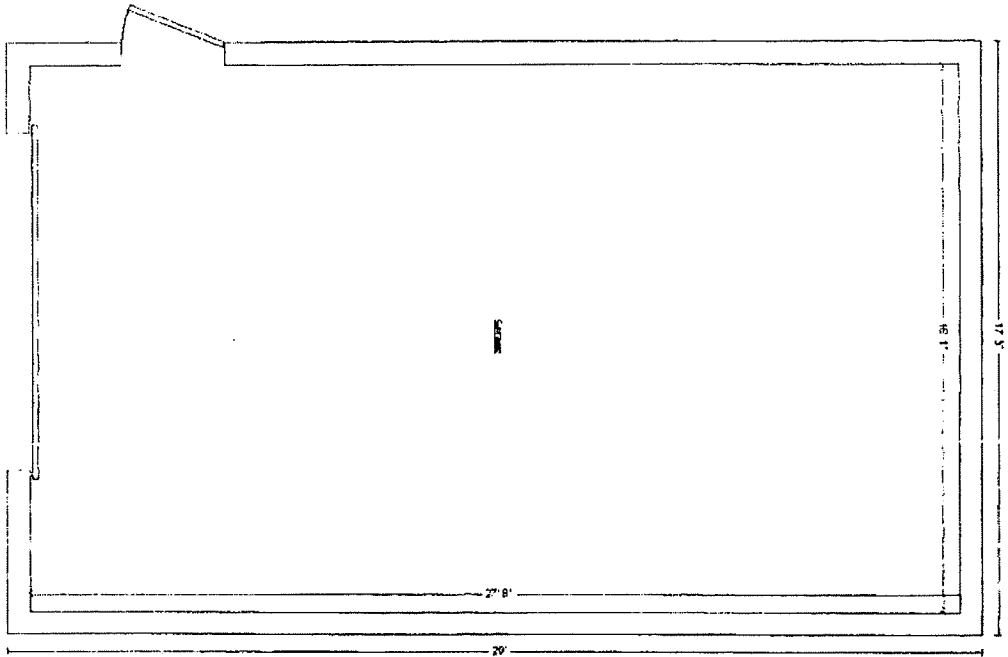
Because subcontractors incur their own overhead and also desire a profit, it can be reasonably assumed that the unit prices published by Xactware include the subcontractors O&P, but do not include the general contractors O&P.

Summary:

When used, general overhead and profit is most commonly added to the end of the estimate as a percentage of the total job; therefore, the general overhead and profit percentage is not included within the unit prices published by Xactware.

Subcontractor's O&P is intended to be included within the unit prices

Main Level



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DAVIS

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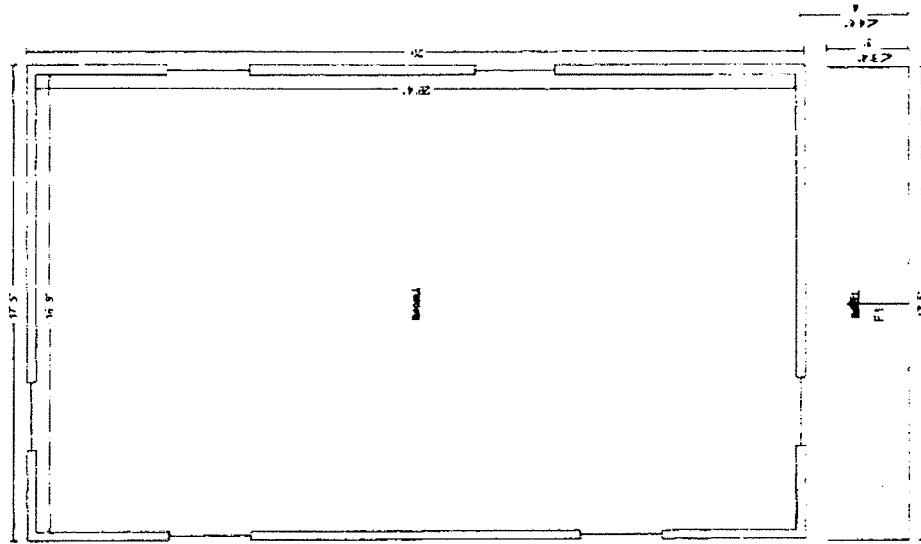
Main Level

1

Second Floor

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2/12/2015

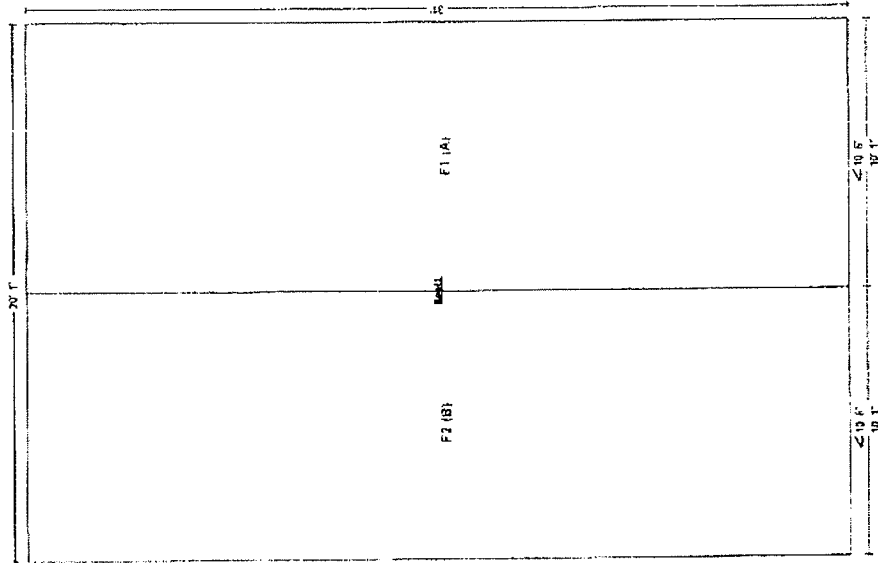


Second Floor

DAVIS

Case ID: 150201680

Roof



1/2"

Roof

2/12/2015

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DAVIS

Case ID: 150201680

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OF THE RETURN ADDRESS. FOLD AT DOTTED LINE
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GALLANT & PARLOW, P.C.

attorneys at law

ONE PENN CENTER • SUITE 1270
1617 JOHN F. KENNEDY BOULEVARD
PHILADELPHIA, PA 19103

National Mutual Fire Insurance Company
One Nationwide Plaza
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